

SO ORDERED.

DONE and SIGNED September 30, 2013.

STEPHEN V. CALLAWAY
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF LOUISIANA SHREVEPORT DIVISION

IN RE:

EXPLO SYSTEMS, INC.

CASE NO. 13-12046

DEBTOR

CHAPTER 11

ORDER ON JOINT MOTION TO TRANSFER ASSETS TO THE LOUISIANA STATE MILITARY DEPARTMENT FREE AND CLEAR

This matter came on for hearing on September 23, 2013 pursuant to the *Joint Motion to Transfer Assets to the Louisiana State Military Department Free and Clear* [Doc. 127] ("Joint Motion") filed by the Louisiana Department of Public Safety and Corrections (the "DPS") and the State of Louisiana Military Department (the "Military Department") and the objection ("the Objection") thereto filed by the Austin Powder Company [Doc. 129], due notice having been given to all parties in interest. Considering the evidence adduced, including the Exhibits originally admitted into evidence on behalf of the Military Department on September 18, 2013 during the hearing on the *Emergency Motion of the Louisiana State Department of Public Safety*

and Military Department to Dismiss or, in the Alternative, for Relief From Stay [Doc. 66], as Amended [Doc. 68], the stipulations, and agreements of counsel for the Military Department, DPS, Debtor and Austin Powder on the record, the entire record of this case, and applicable law, for the reasons stated in open court,

IT IS ORDERED that the Objection filed in opposition to the Joint Motion and all objections referenced and incorporated by Austin Powder Company in its Objection are OVERRULED:

IT IS FURTHER ORDERED that the transfer ("the Transfer"), free and clear of all claims, liens, interests, and encumbrances, of the materials and inventory located on Camp Minden as listed on Exhibit "C" to the Joint Motion as well as similar materials and inventory located on Camp Minden (collectively "the Materials") to the Military Department as provided in the Act of Transfer and Settlement Agreement ("Agreement"), a copy of which Agreement is attached to this Order, is APPROVED, and that the Debtor, through its representative, is authorized and directed to execute and consummate the Agreement as soon as practicable;

IT IS FURTHER ORDERED that pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, the Transfer hereby is approved free and clear of all claims, liens, interests, and encumbrances of any kind or nature, and claims (for and as that term is defined in section 101(4) of the Bankruptcy Code) (collectively, the "Liens and Claims") asserted against the Materials;

IT IS FURTHER ORDERED that, except as expressly permitted by this Order, all persons and entities holding Liens and Claims with respect to the Assets be and hereby are barred from asserting such Liens and Claims against the Military Department, its successors or assigns, or the Materials;

IT IS FURTHER ORDERED that the transfer of the Materials by the Debtor to the Military Department (i) is and will be legal, valid and an effective transfer, (ii) will vest the Military Department with good title to the Materials, free and clear of all Liens and Claims, (iii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and non-bankruptcy law, and (iv) does not and will not subject the Military Department to any liability by reason of such transfers under the Bankruptcy Code or under the laws of the United States, any state, territory or possession thereof, or the District of Columbia, in whole or in part, directly or indirectly, or under any theory of law including, without limitation, any theory of successor or transferee liability;

IT IS FURTHER ORDERED that this Order is and shall be (i) effective as a determination that, upon closing, all Liens and Claims existing as to the Materials prior to closing of the Transfer have been unconditionally released, discharged and terminated, and that the conveyances and assignments authorized herein have been affected and completed, and (ii) binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, recorders of conveyances, registrants and deeds, administrative agencies, governmental departments, secretaries of state, Federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any and/or all of the Materials;

IT IS FURTHER ORDERED that the Debtor, acting through the signatory power of its president, be and hereby is, authorized, empowered, and directed to execute, deliver, fully perform under, consummate and implement the Transfer and execute and implement all other

terms of the Agreement, and any such other and further agreements and closing documents as

may be necessary to implement the terms of this Order and the Transfer and Agreement and that

this Order shall be deemed to provide full authority for execution of the Agreement and any such

other further agreements and closing documents notwithstanding any provisions in the articles of

incorporation, bylaws, or other organizational or governance documents of the Debtor to the

contrary;

IT IS FURTHER ORDERED that the Debtor, through a designated representative that

the Military Department and DPS deem acceptable, is permitted reasonable access to the

formerly leased premises on reasonable prior notice on regular business days (Tuesday through

Friday) for the purpose of reviewing and removing the Debtor's records or removing other

tangible personal property owned by the Debtor not including the Materials. Such access may

require that the Debtor's representative be escorted while on the premises;

IT IS FURTHER ORDERED that the stay of this Order as provided by Bankruptcy

Rule 6004(h) is dispensed with; and,

IT IS FURTHER ORDERED that this Court reserves ruling on the request of the

Military Department and DPS for dismissal of this case until after the Materials have been

transferred to the Military Department, and this Court shall retain jurisdiction to enforce any

term, condition, or provision of the Agreement and this Order.

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Respectfully Submitted:

Steffes, Vingiello & McKenzie, LLC

William E. Steffes, La Bar No. 12426

Michael H. Piper, La Bar No. 10550

13702 Coursey Blvd., Bldg 3

Baton Rouge, LA 70817

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E-mail: bsteffes@steffeslaw.com E-mail: mpiper@steffeslaw.com

ACT OF TRANSFER AND SETTLEMENT AGREEMENT

This Act of Transfer and Settlement Agreement ("Agreement") is made by and between:

EXPLO SYSTEMS, INC. ("Explo"), a Louisiana business corporation maintaining its domicile and principal business establishment in Louisiana at 1600 Java Road, Minden, LA; Explo is the debtor in Chapter 11 proceeding No. 13-12046 of the U.S. Bankruptcy Court for the Western District of Louisiana, Shreveport Division (the "Bankruptcy Case") and Explo is also referred to herein as "Debtor";

STATE OF LOUISIANA, MILITARY DEPARTMENT ("Military Department");

AND

STATE OF LOUISIANA, DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS ("DPS"),

who declared that:

This ACT OF TRANSFER AND SETTLEMENT AGREEMENT ("Agreement") is entered into as of the "Effective Date" (as defined hereinafter) by and between Explo, the Military Department, and the DPS (Explo, the Military Department, and DPS are periodically referred to herein as the "Settling Parties").

WHEREAS, the Settling Parties desire to settle and forever resolve certain issues and disputes between Explo, on the one hand, and the Military Department and DPS, on the other hand, now with regard to the "Materials" (as defined hereinafter) either presently or previously stored at "Camp Minden" (as defined hereinafter), leases of the "Leased Premises" (as hereinafter defined", licenses previously issued to Explo by the DPS, and litigation commenced by Explo against the DPS;

WHEREAS, to avoid the risk and expense of further litigation, without admitting liability on any issue, and to implement the compromise and settlement, Explo, the Military Department, and DPS desire to set forth the terms and conditions for settlement of the disputes with regard to the "Materials" either presently or previously stored at "Camp Minden", the leases of the "Leased Premises", the licenses previously issued to Explo by the DPS, and litigation commenced by Explo against the DPS, the Settling Parties enter into this Settlement Agreement.

This Agreement shall be deemed a transaction or compromise under Louisiana Civil Code articles 3071-83, and either party shall have the right to compel specific performance of the obligations under this Agreement.

Materials Transferred and their Value.

The estate of Explo, as Debtor, owns or has an interest in the materials and inventory located on Camp Minden, Minden, Louisiana ("Camp Minden"). Camp Minden is a military

facility owned by the Military Department. The materials and inventory includes those listed on **Exhibit "A"** hereto and similar materials and inventory located on Camp Minden (collectively "the Materials").

On information and belief, there are no security interests alleged to affect the Materials except for a possible security interest in favor of Dyno Nobel, Inc. ("Dyno"). On information and belief, the indebtedness due to Dyno by Explo and the estate is to be fully satisfied by the transfer to Dyno of certain equipment owned by the Debtor pursuant to a motion filed in the Bankruptcy Case.

Although Explo, as Debtor, has alleged in pleadings filed in the Bankruptcy Case that some portions of the Materials may have a value, it is impractical, if not impossible, for Explo and its bankruptcy estate to realize that value in the foreseeable future due to the following non-exclusive issues:

- a. Explo's federal license has been revoked and its State of Louisiana licenses are subject to pending revocation proceedings, making it unlawful for Explo or its bankruptcy estate to transfer the Materials to third parties;
- b. As a result of the termination of all leases between Explo and the Military Department, Explo may not continue to lawfully store the Materials at Camp Minden and Explo has no alternative storage site or sites;
- c. Even if Explo were able to locate an alternative storage site or sites for the Materials, it has no means to pay for the required inspections, nor for handling and shipping the Materials to such site or sites.

Explo does not have sufficient cash or cash equivalents to wage legal battles with the Military Department, the DPS, the U.S. Bureau of Alcohol Tobacco, Firearms and Explosives, the U.S. Environmental Protection Agency and other state and federal agencies who have taken or threatened to take action against Explo and its estate if it continues to try to possess or sell the Materials and if the Materials are not safely destroyed in an appropriate, safe, and regulatory acceptable manner as soon as practical. As such, in some ways, continued possession of the Materials amounts to a liability of, rather than an asset of, Explo and its bankruptcy estate.

Claims of the Military Department.

The Military Department alleges that Explo and its bankruptcy estate owe the Military Department back rent, unpaid water and sewer charges, additional damages for continuing to occupy the former Leased Premises, listed in **Exhibit "B"** hereto, as well as other portions of Camp Minden for which it never had a lease, and for the costs of replacing destroyed facilities, cleaning and repairing damaged facilities, through September 1, 2013, in the amounts set forth in the Declaration under Penalty of Perjury executed by David E. Tolbert, filed as Exhibit "44" of the Exhibits of the Military Department admitted into evidence in the proceedings of the Bankruptcy Court held on September 17, 2013. The total estimated aggregate amounts alleged to be due by the Explo and the estate to the Military Department, as of September 1, 2013, are thus \$1,574,328.23.

In addition, since Debtor continues to occupy the formerly Leased Premises and other areas of Camp Minden since September 1, 2013, damages for such occupancy have continued to accrue and will continue to accrue thereafter at a rate alleged by the Military Department to be no less than \$55,000 per month.

The Military Department alleges that all damages and other charges accruing after the commencement of this case are entitled to be paid in full as administrative expense claims and has sought allowance of such claims by separate motion. All claims of the Military Department for back rent and damages for continued occupancy of leased portions of the premises after termination as well as portions of the premises which were never subject to a lease to the Debtor are referred to herein as the "Rent Claims." Claims against the Debtor by the Military Department and the DPS for damages to structures, clean up and repairs, environmental damage and clean up, and response claims due to the destruction and all other claims of either are referred to herein as "Damage Claims."

Consideration for the Transfer.

The Military Department has agreed to accept transfer of all of Explo's and its bankruptcy estate's right, title and interest in and to the Materials, free and clear of claims, liens, interests, and encumbrances ("the Transfer") in exchange for the following valuable consideration which the parties allege more than outweighs any value the Materials have to Explo and its bankruptcy estate or its creditors:

- a. The Military Department will release Debtor from the Rent Claims, any alleged administrative expense claims it may have, and the DPS agrees it will not seek the imposition of any civil penalties against the Debtor.
- b. Neither the Military Department nor the DPS shall file any proof of claim in the Bankruptcy Case nor otherwise seek any distributions from Explo's bankruptcy estate for the Damage Claims although such Damage Claims are not being released or extinguished and the Military Department, the DPS and all other agencies of the Military Department reserve all rights against all non-debtor parties, including Explo's insurers, with respect to the Damage Claims.
- c. The Military Department shall permit Debtor to store its equipment on the formerly leased premises for a period of 60 days after September 24, 2013 so that the Debtor may attempt to sell that equipment or, failing that, may try to locate a new site or sites to store the equipment. If any equipment of the Debtor remains on the premises after that period expires, it may be removed and disposed of by the Military Department.
- d. The Military Department shall permit the Debtor to continue to store the ISCWO Facility on the formerly leased premises for a period of 90 days after September 24, 2013 so that the Debtor may attempt to locate a new operator for such ISCWO Facility who may be able to negotiate a new lease of the premises with the Military Department on reasonable, arm's length terms. Furthermore, during that time period, the Military Department shall permit representatives of General Atomics, after reasonable prior notice on regular business days (Tuesday through Friday), to enter

upon Camp Minden to complete the required testing of the ISCWO Facility, a process estimated to take approximately four (4) hours, more or less. If the ISWCO Facility remains on the premises after that 90 day period expires and no new operator has entered into a binding lease with the Military Department, it may be removed and disposed of by its owners, the Debtor, or the Military Department.

e. The Military Department has agreed to permit Debtor, through its general manager, Mr. Kenneth Wayne Lampkin, or such other person or persons that the Military Department might subsequently deem acceptable, reasonable access to the formerly leased premises on reasonable prior notice on regular business days (Tuesday through Friday) for the purpose of reviewing and removing the debtor's records or removing other tangible personal property owned by the Debtor not including the Materials. Such access may require that the Debtor's representative be escorted while on the premises.

Transfer of the Materials.

For the consideration expressed herein, including the mutual benefits to be derived therefrom, DEBTOR DOES HEREBY TRANSFER, BARGAIN, CONVEY, ASSIGN, SET OVER AND DELIVER to the Military Department and the Military Department hereby acquires and accepts from the Debtor all of Debtor's right, title and interest in and to the Materials wherever situated on Camp Minden, free and clear of claims, liens, interests, and encumbrances as of the Effective Date of this Agreement, to have and to hold the herein described property unto the Military Department, its, successors and assigns.

Settlement of Litigation. Administrative Proceedings and Appeals.

Upon the Effective Date of this agreement, Explo will immediately cause to be dismissed with prejudice and without cost to either the Military Department or the DPS, the lawsuit pending in the 19TH Judicial District Court for the Parish of East Baton Rouge, State of Louisiana entitled "Explo Systems, Inc., et al. versus the Louisiana Department of Public Safety and Corrections, Office of State Police" bearing Docket No. 622,131 ("the 19th JDC Suit") of said court. Should any other litigation exist between Explo and either the Military Department or the DPS, or both, upon the Effective Date of this agreement, Explo and the DPS will immediately cause any such lawsuit to be dismissed with prejudice and without cost to either the Military Department or the DPS.

Upon the Effective Date of this agreement, Explo will immediately cause to be dismissed with prejudice and without cost to either the Military Department or DPS, all administrative proceedings, including appeals, pending with regard to all licenses issued by the State of Louisiana or any political subdivision thereof, including DPS and all agencies, departments, divisions thereof, including all licenses for the handling, sale, transportation, or possession of either explosive or hazardous materials; and Explo will immediately surrender all such licenses to the issuing entity.

Explo shall use its best efforts to obtain dismissal by the individuals licensed by the DPS to handle, sell, transport, or possess either explosive or hazardous materials who are parties to the

19th JDC suit and/or pending administrative proceedings to revoke such licenses to (a) surrender all such licenses immediately and (b) in return for dismissal with prejudice of any other civil claims of the DPS against them in the 19th JDC Suit or such administrative proceedings, to dismiss with prejudice any claims asserted by each such individual against DPS or any other state agency.

Release by Explo and by DPS and Military Department.

As of the Effective Date and except for the specific obligations in favor of Explo imposed by this Agreement and/or the Order Approving same, in consideration of the mutual promises and agreements of the parties set forth herein, Explo does hereby RELEASE and FOREVER DISCHARGE the State of Louisiana and all political subdivisions thereof, including the Military Department and DPS, their respective directors, officers, managers, employees, agents, assigns, and insurers (collectively, the "State") from any and all debts, claims, demands, damages, losses, liabilities, rights, actions, causes of action, expenses, contracts, judgments, suits and awards of any kind whatsoever, both known and unknown, asserted and unasserted, liquidated and unliquidated, fixed or contingent, as of the date hereof ("Claims") which Explo has asserted or could have asserted against the State, from the beginning of time up to the date hereof, which Explo may have had, presently has, or hereafter have and which arise directly or indirectly from any interaction between the Settling Parties including, without limitation, any claims relating to the Materials, Camp Minden, the Lease Agreements, the licenses, any litigation brought by Explo against the State including litigation presently pending against DPS, performance of any obligations by the State, or the exercise of any right or remedy in connection therewith.

As of the Effective Date and except for the specific obligations in favor of the Military Department and the DPS and other state agencies imposed by, or reserved in, this Agreement and/or the Order Approving same, in consideration of the mutual promises and agreements of the parties set forth herein, the Military Department and the DPS do hereby RELEASE and FOREVER DISCHARGE Explo and its bankruptcy estate from any and all civil debts, claims, demands, damages, losses, liabilities, rights, actions, causes of action, expenses, contracts, judgments, suits and awards of any kind whatsoever, both known and unknown, asserted and unasserted, liquidated and unliquidated, fixed or contingent, as of the date hereof ("Civil Claims") which either has asserted or could have asserted against Explo or its estate, from the beginning of time up to the date hereof. The Military Department and DPS specifically reserve and preserve all Damage Claims but hereby agrees not seek distribution from the estate of the Debtor for any such Damage Claims in the Debtor's bankruptcy case.

Additional Terms and Provisions.

<u>Jurisdiction Retained</u>. The Military Department and Debtor further agree that the Bankruptcy Court retains jurisdiction to enforce this Agreement. Should the Military Department or Debtor assert in any proceeding before the Bankruptcy Court, any right to which it may be entitled pursuant to the Agreement.

<u>Effectiveness.</u> The Military Department and Debtor hereby stipulate and agree that the terms and conditions set forth in this Agreement shall be effective and that delivery and ownership of the property herein shall be deemed to have occurred at the date and time the last signature on this document is executed, at which time the ownership of the property conveyed herein shall be transferred to The Military Department.

Additional Documents. Debtor hereby agrees to execute any and all documents and take any and all actions being necessary, in the opinion of counsel for the Military Department, which are deemed necessary to execute, consummate, and/or perform this Agreement including any and all further documents as may be needed in order to fully and completely consummate this transaction and to effectuate same; provided, however, that none of such documents will materially and/or adversely change the substance and terms of this agreement.

<u>Costs and Expenses.</u> Except as may be otherwise expressly provided in this Agreement, each party hereto will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated herein, including by way of illustration and not limitation, all fees and expenses of agents, representatives, counsel, and accountants.

<u>Authority.</u> The representative of Debtor has all requisite power and authority to enter into this Agreement and to assume and perform fully its obligations hereunder. The execution and delivery of this Agreement and the performance of the Debtor's obligations hereunder have been duly and validly authorized by all necessary by the Board of Directors of Explo and no further action or approval is required in order to make this Agreement a valid, binding and enforceable obligation of Debtor in accordance with its terms.

Entire Agreement. This Agreement and the Exhibit(s) attached hereto supersede any prior agreements and represent the entire agreement of the parties with respect to the subject matter hereof. The representations, covenants and agreements set forth in this Agreement and in any Exhibit delivered pursuant hereto constitute all the representations, covenants and agreements of the parties hereto and upon which the parties have relied, and except as specifically provided herein, no change, modification, amendment, addition, or termination of this Agreement or any part thereof shall be valid unless in writing and signed by or on behalf of the party to be charged therewith.

Notices. All notices, communications and deliveries hereunder shall be made in writing signed by the party making the same, shall specify the section hereunder pursuant to which it is given or being made, and shall be deemed given or made on the date delivered if delivered in person or on the third business day after it is mailed if mailed by registered or certified mail (return receipt requested, with postage and other fees prepaid) or first business day after placed with a commercial carrier for overnight delivery, as follows:

To Debtor:

Mr. Robert W. Raley 290 Benton Road Spur Bossier City, LA 71111

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To The Military Department or the DPS:

Mr. William E. Steffes 13702 Coursey Blvd., Bldg. 3 Baton Rouge, LA 70817

or to such other representative or at such other address of a party as such party hereto may furnish to the other party in writing.

<u>Waivers and Amendments</u>. This Agreement may be amended, superseded, canceled, renewed or extended and the terms hereof may be waived <u>only</u> by a written instrument signed by the parties hereto, or, in the case of a waiver, by the party waiving compliance.

<u>Counterparts</u>. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

Governing Law; Severability. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Louisiana without regard to conflicts of laws principles. Exclusive venue for any disputes arising under this Agreement shall lie in the Bankruptcy Court (as defined hereinabove) or, if that court declines to exercise or finds it lacks jurisdiction, the 19TH Judicial District Court for the Parish of East Baton Rouge, State of Louisiana. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

<u>Survival</u>. The covenants and obligations of the parties to this Agreement shall survive the consummation of the transactions contemplated herein.

<u>Headings</u>. Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Gender. All personal pronouns used in this Agreement shall include the other genders, whether used in the masculine or feminine or neuter gender and the singular shall include the plural whenever and as often as may be appropriate.

THUS DONE AND PASSED effective as of the _____ day of September 2013, the Effective Date, in the presence of the undersigned competent witnesses who hereunto sign their names with said appearers after reading the whole.

WITNESSES:	EXPLO SYSTEMS, INC:	
	BY:	
	Name: David Smith	
	Title:	
	Date:, 2013	

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WITNESSES:	STATE OF LOUISIANA, MILITARY DEPARTMENT:	
	BY:	
	Name: Brig. Gen. (ret.) Owen W. Monconduit	
	Title: Deputy Director, Contracting and Purchasing Date:, 2013	
WITNESSES:	THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY:	
	BY:	
	Name:	
	Title:	
	, 2013	

EXHIBIT "A" MATERIALS

Material	Amount (pounds)	Location
Black Powder	128	M2471
H6	200	M2362
AP Binder	450-gal drums	B1649 (SCWO)
Explosive D (ammonium picrate)	250-gal drums	B1649 (SCWO)
Explosive D (ammonium picrate)	125# (in three boxes)	M2471
M30 propellant	109,000	M2421
CBI	320,886	M2419, 2432, 2471
Nitrocellulose	661,000	M2462, 2463, 2465, 2466, 2361
"Tritional mixed with tar"	1.817M**	
M6 Propellant	15M	Magazines
Wax/tar mixture	`110,000	M2469
Extracted Aluminum	~2.1M	Magazines

EXHIBIT "B" LEASED PREMISES

The following table lists the "Leased Premises" and describes the lease agreements and that the Debtor and the Military Department executed:

LEASE DATE	PROPERTY DESCRIPTION AT CAMP MINDEN	RENT AND CHARGES
February 1, 2007	Area S-Primary: Building Nos. 1601, 1607, 1608, 1618, 1619, 1625, 1633, 1645, 1645, 1649 Area S-Secondary: Building Nos. 1602-1606, 1610-1613, 1615-1617, 1620-1624, 1626, 1628-1630, 1632, 1634-1637, 1640, 1644, 1646, 1648, 1650, 1653 Areas L-2 and L-3: Igloo Nos. 2401-2443, 2461-2478, 2361-2364	\$39,570.23, plus water and sewer (effective July 1, 2012)
	Land for Office	
January 15, 2008 EXPIRED: January 14,2013	Area W: Building Nos. 2900-2906 (8,167 sq. ft.) and equipment	\$3,729.17, plus electricity, water and sewer
June 1, 2009	<u>Area L-3</u> : Igloo Nos. 2306, 2310, 2317-2321, 2328-2329, 2324-2327	\$4,218.65, plus water and sewer

Notice Recipients

District/Off: 0536–5 User: rxparker Date Created: 9/30/2013

Case: 13–12046 Form ID: pdf8 Total: 6

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:

tr DIF

TOTAL: 1

Recipients of Notice of Electronic Filing:

ust Office of U. S. Trustee aty Frances Ellen Hewitt USTPRegion05.SH.ECF@usdoj.gov

aty Robert W. Raley rraley52@bellsouth.net bsteffes@steffeslaw.com

TOTAL: 4

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db Explo Systems, Inc. 1600 Java Road Minden, LA 71055

TOTAL: 1